

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO.: 18 CVD _____

VONTRIANA SMITH, a minor,
by and through her *Guardian Ad Litem*,
Aramy Taylor-Smith

Plaintiff,

vs.

CUMBERLAND COUNTY BOARD
OF EDUCATION,

Defendant.

**SETTLEMENT AGREEMENT
AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Settlement Agreement")
is made and entered into this 5th day of December 2018 by and between (among):

"CLAIMANT" Vontriana Smith, a minor, by and through her *Guardian ad Litem*, Aramy Taylor-Smith

"DEFENDANTS" Cumberland County Board of Education and all teachers, staff, and agents

"INSURER" Sedgwick as TPA and Lloyd's of London for Cumberland County Board of Education

RECITALS

A. On November 20, 2015, Vontriana Smith was involved in an incident at South View Middle School in or near Fayetteville, Cumberland County, North Carolina. Claimant alleges that the incident and resulting physical injuries arose out of certain alleged negligent acts or omissions of the Defendant, Cumberland County Board of Education, and claimant has made a claim seeking monetary damages on account of those injuries.

B. Insurers are the liability insurer of the Defendant, Cumberland County Board of Education, and as such, may be obligated to pay any claim made or judgment obtained against the Defendant which is covered.

C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which have, or might be, made by reason of the incident described in Recital A above, upon the terms and conditions set forth below.

AGREEMENT

The parties agree as follows:

1 Release and Discharge.

1.1 In consideration of the payment set forth in Section 2, Claimant hereby completely **RELEASES** and **FOREVER DISCHARGES** Defendant, Cumberland County Board of Education, the Insurers, and all other persons, employees, agents, corporations or other entities, from any and all past, present, or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of service, expenses, and compensation, of any nature whatsoever, whether based on a tort, contract, or other theory of recovery which the Claimant now has, or which may hereafter accrue or otherwise be acquired on account of, or may in any way grow out of the incident described in Recital A above, including, without limitation, any and all known or unknown claims for bodily and personal injuries to Claimant, or for any future wrongful death claim of Claimant's representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Defendant.

1.2 This Release and Discharge shall also apply to Defendant, and Insurers' past, present, and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors, and successors in interest, and assigns, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 This Release, on the part of the Claimant, shall be a fully binding and complete settlement among the Claimant, the Defendant, and the Insurers, and their heirs, assigns, and successors.

1.4 The Claimant acknowledges and agrees that the Release and Discharge set forth above is a General Release. Claimant expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but which the Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Claimant's decision to enter into this Settlement Agreement. The Claimants further agrees that the Claimant has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Claimant assumes the risk that the facts or law may be other than Claimant believes. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendant, by whom liability is expressly denied.

2 Payments.

In consideration of the release set forth above, the Insurer, on behalf of the Defendant, agrees to pay to the Claimant the sums outlined in the Order Approving Minor Settlement, which represents a total sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00).

All sums set forth herein constitute damages on account of physical injuries and sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

3 Representation of Comprehension of Document.

In entering into this Settlement Agreement, Claimant represents that the terms of this Settlement Agreement are fully understood and voluntarily accepted by Claimant.

4 Warranty of Capacity to Execute Agreement.

Claimant represents and warrants and no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of actions referred to in this Settlement Agreement, except as otherwise set forth herein; the Claimant has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Claimant has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

5 Governing Law.

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

6 Additional Documents.

All parties agree to cooperate fully and execute any and all supplementary documents and to take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

7 Entire Agreement and Successors in Interest.

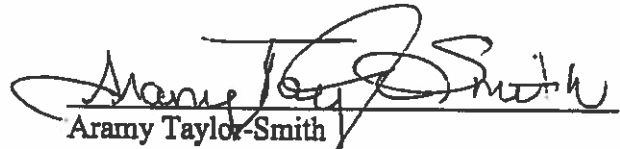
This Settlement Agreement contains the entire agreement between the Claimant, the Defendant, and the Insurers with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

8 Effectiveness.

This Settlement Agreement shall become effective immediately following execution by each of the parties.

THIS the 5th day of December 2018.

CLAIMANT


Aramy Taylor-Smith
Guardian ad Litem for
Vontriana Smith, minor